

89. Page 11, Section 2.7, entitled Return: Is the replacement/refund in this section limited to the manufacturer's warranty period?

Answer:

No.

90. Page C3, Section 13, entitled Infringement Actions: This is similar to but deviates from the manufacturer's standard indemnity clause. Will the state review / negotiate manufacturer's clause to include in awarded contracts?

Answer:

Infringement Actions has been identified as a Term and Condition. All Terms and Conditions must be accepted verbatim.

91. Page C6, Section 21, entitled Transportation and Packaging: If a vendor's/manufacture's FOB destination reflects actual cost of freight with vendor's standard carrier without surcharges, is this acceptable to the state?

Answer:

There is not enough information to answer definitively. However, both the §21(Transportation and Packaging) and 39 (Delivery) discuss FOB.

92. Page C10, Section 32, entitled Title to Equipment: For accounting reasons passage of title at the time of payment is objectionable. Most other state contracts permit title to pass on delivery. Given the 30 day inspection period, see page 11, #40, would it not be more appropriate to have title pass on receipt of delivery of goods.

Answer:

No.

93. Page C10, Section 32, entitled Most Favored Customer and Price Protection: This clause references "customer" however the term is not defined within the RFP. Please provide definition. In addition most favored pricing in the industry varies depending on customer purchase volumes, contract terms and conditions, IFA's and e-commerce fees. Vendor request's this clause be revised to reflect these issues.

Answer:

Reference: paragraph #1, entitled "Scope", terms and conditions:

That paragraph states in part, "Agencies, Institutions, and other public bodies as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized user" or "Customer"..."

94. Page 8, Section 2.1, entitled Printer Categories: Sections E though I are broken into various sub-categories. Is the Commonwealth seeking to establish multiple awards in each category or multiple awards (i.e. 3 awards) for each sub-category?

Answer:

Up to 3 awards in each category or sub-category will be made.

95. Page S3, Section 8, entitled Award of Contract: What is the lowest price going to be based on? Each category/sub-category?

Answer:

Please refer to bid section 2.2.2, which explains the evaluation of costs and method of determining award.

96. Would the state open to "value-add" products to be added to the contract that is similar to contracts in other states?

Answer:

No.